

**INTERGOVERNMENTAL AGREEMENT**

AMONG  
THE ARIZONA DEPARTMENT OF TRANSPORTATION,  
THE CITY OF APACHE JUNCTION  
AND  
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 24th March, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its MAYOR and CITY COUNCIL (the "City") and PINAL COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County")

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City and the County

3. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

4. The State, the City, and the County desire to participate in the design, construction and maintenance of a new warranted traffic signal at the intersection of US-60 and Mountain View Road (MP 199 5), at an estimated cost of \$625,000 00, hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree that the State shall be the lead agency for the Project

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 25904  
Filed with the Secretary of State  
Date Filed: 03/24/03

Janice K. Brewer  
Secretary of State

By: Dwight D. Greenwald

## **II. SCOPE OF WORK**

### **1 The City will:**

- a Review the design documents and provide comments
- b Contribute all additional rights-of-way necessary for the geometric improvements and widening along US 60 at Mountain View Road. Coordinate with the State's Right of Way Titles office regarding the City's contribution of additional rights-of-way. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.
- c Upon completion, grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.
- d Upon completion, provide electrical energy to connect and operate the signal, all at City's expense.

### **2 The County will:**

- a Review the design documents and provide comments
- b Participate in the cost of the Project in a lump sum amount of \$75,000.00, for its total share of the Project costs, estimated at \$625,000.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.
- c Prior to award of the State's construction contract, within 30 days upon receipt and approval of an invoice, remit to the State \$75,000.00, for its total share of the Project costs.
- d Grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.

### **2 The State will:**

- a Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve the City's and County's review comments.
- b Upon execution of this agreement, invoice the County for \$75,000.00 for the County's total share of the Project costs.
- c Request permits through the City and the County, granting the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.
- d Call for bids and award one or more construction contracts for the Project. Administer same, and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the State.
- e Be responsible for the final cost of the Project, minus the City's contribution of right of way and the County's participation of \$75,000.00. The State's funding will be provided from the Traffic Signal funds (Item 71203), in the amount of \$250,000 and from the District Minor funds (Item 73303), in the amount of \$300,000.00.

f. Upon completion of construction, and approval and acceptance of the Project on behalf of the parties hereto, provide maintenance to the signal, at the State's expense

### **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State

2. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement of a Project construction contract with thirty days written notice to the other parties

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602) 712-7424

City of Apache Junction  
City Manager  
1001 North Idaho Road  
Apache Junction, AZ 85219

Pinal County  
County Manager  
P O Box 827  
Florence, AZ 85232

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

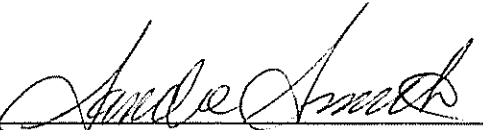
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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

**CITY OF APACHE JUNCTION,**  
a Municipal Corporation,

**PINAL COUNTY, ARIZONA**

By   
DOUGLAS COLEMAN  
Mayor

By   
SANDIE SMITH 2-26-03  
Chairwoman of the Board

ATTEST

ATTEST

By   
KATHY CONNELLY  
City Clerk

By  Deputy Clerk.  
STANLEY D. GRIFFIS  
Clerk of the Board

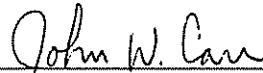
**STATE OF ARIZONA**  
Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

RESOLUTION

BE IT RESOLVED on this 18th day of October 2002, that I, the undersigned VICTOR M MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with PINAL COUNTY and the CITY OF APACHE JUNCTION, for the purpose of defining responsibilities associated with the design, construction, maintenance and funding of electrical energy of a new warranted traffic signal on US 60 at Mountain View Road (MP 199.5).

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



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JOHN W. CARR, P.E., Staff Engineer  
Development / Intermodal Transportation Division  
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 22603-SPA

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL AGREEMENT JPA 02-164 WITH THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE CITY OF APACHE JUNCTION, ACTING BY AND THROUGH ITS MAYOR AND CITY COUNCIL, FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A NEW WARRANTED TRAFFIC SIGNAL AT THE INTERSECTION OF US60 AND MOUNTAIN VIEW ROAD (MP 199.5) AND ESTABLISHING PINAL COUNTY'S COST SHARE AT \$75,000.**

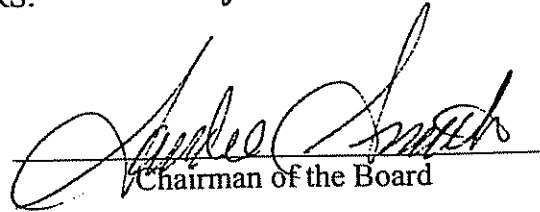
WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 02-164; and,

WHEREAS, Pinal County desires to participate in the design and construction of a new warranted traffic signal at the intersection of US60 and Mountain View Road (MP 199.5) and establishes Pinal County's cost share at \$75,000.

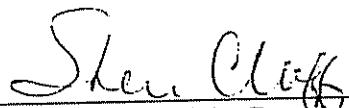
WHEREAS, the undersigned has determined it is in the best interests of Pinal County for the safety and benefit of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 02-164.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 02-164 with the State of Arizona, by and through its Department of Transportation and the City of Apache Junction, acting by and through its Mayor and City Council, for the design, construction, and maintenance of a new warranted traffic signal at the intersection of US60 and Mountain View Road (MP 199.5) and established Pinal County's cost share at \$75,000.

PASSED AND ADOPTED this 20<sup>th</sup> day of February, 2003, by the  
PINAL COUNTY BOARD OF SUPERVISORS.

  
Chairman of the Board

ATTEST:

  
Deputy Clerk of the Board

RESOLUTION NO. 02-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION AND PINAL COUNTY, ARIZONA, FOR TRAFFIC IMPROVEMENTS AT THE INTERSECTION OF U.S. 60 AND MOUNTAIN VIEW ROAD.

WHEREAS, the State of Arizona is empowered by Arizona Revised Statutes (A.R.S.) § 28-401 to enter into an intergovernmental agreement for the improvements of roadways; and

WHEREAS, the City is empowered under A.R.S. § 48-572 to enter into an intergovernmental agreement to improve streets; and

WHEREAS, the Mayor and Council of the City of Apache Junction find it is the best interest of the public to enter into agreement with the State and the County for the purpose of design, construction and maintenance of a new warranted traffic signal at the intersection of U.S. 60 and Mountain View Road.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Apache Junction, Arizona, that the City enter into an Agreement with the State of Arizona acting by and through the Arizona Department of Transportation and Pinal County, to be effective on the 21st day of January, 2003:

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute said agreement and any other required documents on behalf of the City.

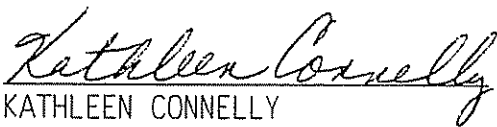
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 21ST DAY OF JANUARY, 2003

SIGNED AND ATTESTED TO THIS 21ST DAY OF JANUARY, 2003


  
DOUGLAS COLEMAN  
MAYOR



ATTEST:

  
KATHLEEN CONNELLY  
City Clerk

APPROVED AS TO FORM:

 1-13-03  
RICHARD J. STERN  
City Attorney



# *City of Apache Junction*

*Home of the Superstition Mountains*

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*George R. Hoffman*  
City Manager

*Kathleen Connelly*  
City Clerk

## CERTIFICATE

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the resolutions as adopted by the City Council of the City of Apache Junction, Arizona; and that the attached is a true and correct copy of Resolution No. 02-22, which was presented to and adopted by the City Council on January 21, 2003, as it appears in my records.

January 24 2003  
Date

Kathleen Connelly  
Kathleen Connelly  
City Clerk

COUNSEL APPROVAL AS TO FORM

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

ARIZONA ATTORNEY GENERAL:

\_\_\_\_\_  
TERRY GODDARD

\_\_\_\_\_  
DATE

PINAL COUNTY ATTORNEY:

  
\_\_\_\_\_  
ROBERT CARTER OLSON

2/13/03  
\_\_\_\_\_  
DATE

APACHE JUNCTION CITY ATTORNEY:

  
\_\_\_\_\_  
R. JOEL STERN

12-30-02  
\_\_\_\_\_  
DATE



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

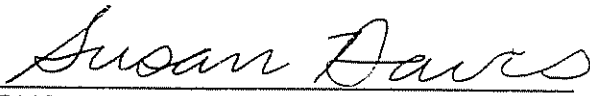
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR02-1955TRN (JPA 02-164), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 17, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.

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